

SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

The total firm fixed price of this contract is \$ TBD.

B.2 SCOPE OF WORK

The Contractor shall provide all resources necessary to satisfy the requirements for a multi-site data storage system for the next generation Launch Control System (LCS) under development at the Kennedy Space Center (KSC). The LCS will be used to perform testing, control, and monitoring of spacecraft, launch vehicles, and associated ground support equipment during pre-launch processing and final launch countdown for payloads being launched from KSC. A key element of the LCS will be the Recording and Retrieval (R&R) system used to record a wide variety of data associated with ground processing and to support retrievals and archiving of the recorded data. The R&R system is conceived as being primarily composed of commercial, off-the-shelf hardware and software products including high-performance, modular servers, network recording equipment, multiple online/nearline storage tiers with individual capacities up to 1 petabyte, and appropriate storage networking infrastructure.

B.3 SUPPLIES OR SERVICES AND PRICES

<u>Line Item</u>	<u>Description</u>
01	First Article Test
02	Development External Enclave (DEE) and LCS Development Set (LDS) Internal Enclave
03	Application Development Set 1 (ADS-1) Internal Enclave
04	Operational External Enclave (OEE) Set
05	Firing Room 1 Internal Enclave (FR-1 IE) Set

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

1) Ground Elements Command, Control & Communications Project Recording & Retrieval Software Requirements Specification, GOP 507197-01, Rev A, dated 3/30/10.

2) Ground Elements Command, Control & Communications Project Recording & Retrieval Hardware Configuration Item Requirements Document, GOP 507197-02, Baseline, dated 3/25/10.

3) Attachment 1 –GOP507197 Minimum/Additional Requirements List

The following additional list of attachments are provided for reference only as described in Section J:

1) Ground Elements Command, Control & Communications Project Recording & Retrieval Server Specification, 732C3100031-001, dated 3/25/10.

2) Ground Elements Command, Control & Communications Project System Design Document, Volume 4: concepts of Execution: Development, Offline Support and Training
GOP507022-04B, Rev B, dated 9/18/09.

3) Ground Elements Command, Control & Communications Project System Design Document, Volume 5: Concepts of Execution: Flow Support and Data Repository Access
GOP507022-05B, Rev B, dated 9/18/09.

4) Ground Elements Command, Control & Communications Project System Common Services Software Design Description, GOP 507104, Rev A, dated 1/12/10.

5) Ground Elements Command, Control & Communications Project Recording & Retrieval Rack Procurement Specification, 240C31000-12-0001, Rev A, dated 4/7/10.

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION.(SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)

E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER. (AUG 1989)

F.2 52.247-34 F.O.B. DESTINATION. (NOV 1991)

(a) The term f.o.b. destination, as used in this clause, means -

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or constructive placement as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including piggyback) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for heavy or bulky freight. When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall -

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the

shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

F.3 DELIVERY INSTRUCTIONS

(a) The Contractor shall ship the items required under this contract to:

Transportation Officer, NASA
J-BOSC Warehouse
Kennedy Space Center, FL 32899
Marked for: Don Wilson
Contract Number: TBD
Organization/Office Code: NE-C2
Building No.: M6-744

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 7 a.m. and 4 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions: none

(d) Additional marking instructions: none

F.4 DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

Required Delivery Schedule		
Item No.	Description	Within Days After Date of Contract Award
01	First Article Test	45 days
02 and 03	DEE, LDS, ADS-1 Deliverables	90 days
02 and 03	DEE, LDS, ADS-1 Installation, Configuration and Testing	150 days
04	OEE Deliverables	180 days
04	OEE Installation, Configuration and Testing	270 days
05	FR-1 IE Deliverables	270 days
05	FR-1 IE Installation, Configuration and Testing	365 days

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 1852.223-71 FREQUENCY AUTHORIZATION. DEC 1988)****G.2 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING. (DEC 1987)**

(a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) of this clause. Where the vendor/contractor proposes its standard commercial software license, those applicable portions thereof consistent with Federal laws, standard industry practices, the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement, including the restricted rights in paragraph (d) of this clause, are incorporated into and made a part of this purchase order/contract.

(b) Although the vendor/contractor may not propose its standard commercial software license until after this purchase order/contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this purchase order/contract under the same terms and conditions as in paragraph (a) of this clause. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any agreement, license, or registration form or card and return it directly to the vendor/contractor; however, such signing shall not alter any of the terms and conditions of this clause.

(c) The vendor's/contractor's acceptance is expressly limited to the terms and conditions of this purchase order/contract. If the specified computer software is shipped or delivered to NASA, it shall be understood that the vendor/contractor has unconditionally accepted the terms and conditions set forth in this clause, and that such terms and conditions (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.

(d) The following restricted rights shall apply:

(1) The commercial computer software may not be used, reproduced, or disclosed by the Government except as provided below or otherwise expressly stated in the purchase order/contract.

(2) The commercial computer software may be -

(i) Used, or copied for use, in or with any computer owned or leased by, or on behalf of, the Government; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) of this clause;

(ii) Reproduced for safekeeping (archives) or backup purposes;

(iii) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and

(iv) Disclosed and reproduced for use by Government contractors or their subcontractors in accordance with the restricted rights in subparagraphs (d) (2) (i), (ii), and (iii) of this clause; provided they have the Government's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.

(3) If the incorporated vendor's/contractor's software license contains provisions or rights that are less restrictive than the restricted rights in paragraph (d) (2) of this clause, then the less restrictive provisions or rights shall prevail.

(4) If the computer software is published, copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the rights in paragraphs (d) (2) and (3) of this clause.

(5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in paragraphs (d) (2), (3), and (4) of this clause.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.223-70 SAFETY AND HEALTH. (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or

negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this

clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

H.3 1852.225-70 EXPORT LICENSES. (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Kennedy Space Center, FL, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

H.4 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)

A. Identification of Employees

1. Badging

- i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements

are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: <http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>.

Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.

- ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.
 - 1. Contract number and location of work site(s);
 - 2. Contract commencement and completion dates;
 - 3. Status as prime or subcontractor; and,
 - 4. Name of the contractor designated security/badging official.
 - 5. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

- iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.
- iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
- v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

2. Investigations

- i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.

- ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:
 - 1. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
 - 2. Standard Form 85, Questionnaire for Non-Sensitive Positions;
 - 3. Optional Form 306, Declaration for Federal Position Employment; and,
 - 4. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

B. Badging Restrictions/Categories

4. Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted "escorted" or "unescorted" access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

- i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
- ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

H.5 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (AUG 2009)

The publications below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below. Any questions regarding this clause or applicability of compliance documents should be directed to the Contracting Officer.

The following compliance documents may be found at:

<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program (In addition to KNPD 1860.1, applicable to contracts for services performed at CCAFS)
 QA-UG-0001 KSC Employee Safety & Health Pocket Guide (See Note 1)
 KNPR 8715.2 Comprehensive Emergency Management Plan
 KNPD 1440.1 KSC Records Management and Vital Records Programs
 KNPR 1600.1 KSC Security Procedural Requirements
 KNPD 1600.3 Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property
 KNPD 1800.2 KSC Hazard Communication Program - In addition, Contractor shall submit the material safety data sheets in hard copy to the MESCC or successor contractor for NASA/KSC Materials Safety Data Sheet Archive.

KNPD 1810.1 KSC Occupational Medicine Program
 KNPR 1820.3 KSC Hearing Loss Prevention Program
 KNPR 1820.4 KSC Respiratory Protection Program
 KNPR 1840.19 KSC Industrial Hygiene Programs
 KNPR 1860.1 KSC Ionizing Radiation Protection Program
 KNPR 1860.2 KSC Nonionizing Radiation Protection Program
 KNPR 1870.1 KSC Sanitation Program
 KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
 During periods of special testing on Kennedy Space Center and at the Cape Canaveral Air Force Station, the Contractor may be required to cease radiating on any radio equipment that may be utilized at the time. Any construction equipment utilized by the Contractor which may be causing radio frequency interference will be required to shut down until the interference is mitigated.
 KNPR 4000.1 Supply and Equipment System Manual
 KNPR 6000.1 Transportation Support System
 KNPR 8500.1 KSC Environmental Requirements
 KNPR 8715.3 KSC Safety Practices Procedural Requirements
 KNPR 8830.1 Facilities and Real Property Procedural Requirements  

Note 1: QA-UG-0001 Emergency Medical Treatment

The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate refusal of treatment form, if medical evaluation or treatment is offered and refused.

Emergency Response onsite at KSC or CCAFS
 911 from a landline phone service
 321-867-7911 from a cell phone

SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS. (JUL 2004)

I.2 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I.3 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I.4 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

I.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

I.6 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING. (SEP 1989)

(a) The Contractor shall test 1 each LCS set of hardware and software components of the R&R system for the Development External Enclave and LCS Development Internal Enclave for compliance with requirements specified in this contract. At least 30 calendar days before the

beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 15 calendar days from the date(s) of testing to NASA Kennedy Space Center, Attn: Don Wilson/NE-C2-A, Kennedy Space Center, FL 32899 marked "First Article Test Report: Contract No. TBD, LCS R&R System". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) of this subsection. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this subsection, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

- I.7 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)**
- I.8 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JULY 2005)**
- I.9 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008)**
- I.10 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)**
- I.11 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (SEP 2005)**
- I.12 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**
- I.13 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**
- I.14 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**
- I.15 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**
- I.16 52.227-3 PATENT INDEMNITY. (APR 1984)**
- I.17 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)**
- I.18 52.232-1 PAYMENTS. (APR 1984)**
- I.19 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**
- I.20 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)**
- I.21 52.232-17 INTEREST. (OCT 2008)**
- I.22 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**
- I.23 52.232-25 PROMPT PAYMENT. (OCT 2008)**
- I.24 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)**
- I.25 52.233-3 PROTEST AFTER AWARD. (AUG 1996)**
- I.26 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**
- I.27 52.242-13 BANKRUPTCY. (JUL 1995)**
- I.28 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)**
- I.29 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2009)**

I.30 52.248-1 VALUE ENGINEERING. (FEB 2000)**I.31 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)****I.32 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)****I.33 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I.34 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (MAY 2007)**I.35 1852.215-84 OMBUDSMAN. (OCT 2003)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, James E. Hattaway, Jr.

Mail Code: AA-B

Kennedy Space Center, FL 32899

321/867-7246, james.e.hattaway@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

I.36 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)

I.37 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)**I.38 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)**

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

I.39 FIRST ARTICLE REQUIREMENTS

First Article testing of deliverables associated with Line Item 02 (DEE and LDS) shall be held at the contractor's facility. For testing of requirements relevant only to subsequent articles (i.e. Line Items 03 through 05), the hardware and software under test shall be augmented to the minimum extent required to demonstrate compliance. The First Article Test Report shall

document all test results and shall include a tabulation of test results for each Level 5 requirement identified in GOP507197, Volumes 1 & 2.

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

A. The following documents are attached hereto and made a part of this contract. These documents contain requirements relevant to this solicitation that will be the primary basis for determining technical acceptability as described in Section L.18.

	<u>Attachment and Title</u>	<u>Date</u>	<u># Pages</u>
1	Ground Elements Command, Control & Communications Project Recording & Retrieval Software Requirements Specification, GOP 507197-01, Rev A	3/30/10	90
2	Ground Elements Command, Control & Communications Project Recording & Retrieval Hardware Configuration Item Requirements Document, GOP 507197-02, Baseline	03/25/10	33
3	Attachment 1 – GOP507197 Minimum/Additional Requirements List	4/30/10	11

The following list of reference attachments are for solicitation only and will not be incorporated into the contract:

List of Reference Attachments

1. Ground Elements Command, Control & Communications Project Recording & Retrieval Server Specification, 732C3100031-001, dated 3/25/10. This document describes the specifications of a modular server considered to be well suited to this application. Proposals should consider the specification of a server that meets these requirements however alternative servers may be proposed at the discretion of the Contractor.
2. Excerpts from Ground Elements Command, Control & Communications Project System Design Document, Volume 4: concepts of Execution: Development, Offline Support and Training GOP507022-04B, Rev B, dated 9/18/09. This document describes the concepts of execution for the LCS Emulator and is provided as an aid to understanding the requirements related to the LCS Emulator.
3. Excerpts from Ground Elements Command, Control & Communications Project System Design Document, Volume 5: Concepts of Execution: Flow Support and Data Repository Access GOP507022-05B, Rev B, dated 9/18/09. This document describes the concepts of execution for data recording, data retrieval, and data archiving and is provided as an aid to understanding the requirements related to recording, retrieval, and archive.
4. Ground Elements Command, Control & Communications Project System Common Services Software Design Description, GOP 507104, Rev A, dated 1/12/10. This document is provided as an aid to understanding LCS Common Services software design for the purpose of proposing a solution that utilizes Common Services for establishing an interface with the LCS Message Bus. To that end, GOP507104 is

accompanied by automatically-generated documentation of the Common Services Application Programming Interface (API). The Contractor may alternatively propose a solution that independently establishes an interface with the LCS Message Bus employing Data Distribution Service (DDS) publish-subscribe communications as specified in the Object Management Group (OMG) standard (<http://portals.omg.org/dds>). Refer to GOP507197-01, Vol. 1, Section 3.1 and section 4.1.1.2 for more information on Common Services.

5. Ground Elements Command, Control & Communications Project Recording & Retrieval Rack Procurement Specification, 240C31000-12-0001, Rev A, dated 4/7/10. This document describes the specifications of the standard LCS equipment rack. If equipments racks meeting this specification are suitable for some or all of the rack-mounted portions of the proposed solution, the Contractor may assume that NASA will provide the racks and the additional cost of equipment racks may be excluded from the proposal. However, if equipments racks meeting this specification are not suitable for some or all of the rack-mounted portions of the proposed solution, the Contractor is free to include Contractor-supplied equipment racks in the proposal.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334111.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than

those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

[](i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

[](ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under

the Small Business Competitiveness Demonstration Program.

[](iii) 52.219-22, Small Disadvantaged Business Status.

[](A) Basic.

[](B) Alternate I.

[](iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[](v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[](vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[](vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[](viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

[](ix) 52.227-6, Royalty Information.

[](A) Basic.

[](B) Alternate I.

[](x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

 FAR Clause Title Date Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION. (JUL 2009)

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

L.2 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS. (JUN 1988)

The specifications cited in this solicitation may be obtained from:

FEDBIZOPPs Site by following the hyperlink in the synopsis to:

<http://www.fbo.gov>

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

L.3 52.211-6 BRAND NAME OR EQUAL. (AUG 1999)

L.4 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

L.5 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L.6 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [*Contracting Officer designate*

the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

L.8 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

L.9 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

L.10 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, via email, cite the solicitation number, and be directed to the following Government representative:

Name: Jan Pirkle
 FAX: (321) 867-1166
 Email: janice.c.pirkle@nasa.gov

Address: John F. Kennedy Space Center, NASA
 Procurement Office - OP-ES
 Attn: Jan Pirkle
 Kennedy Space Center, FL 32899

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted by no later than 12:00 noon, Eastern Time, on May 24, 2010, to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

L.11 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS

(a) Delivery Address:

The offeror shall submit all required proposal information, whether delivered by the offeror or by commercial courier, to NASA John F. Kennedy Space Center, Procurement Office – Engineering Support, Mail Code: OP-ES, Attention: Jan Pirkle, Kennedy Space Center, FL 32899, per the dates listed below, by no later than close of business.

(b) Early Submission of Proposals:

Early submission of proposals will be accepted. Advance arrangements with the Contracting Officer are required for early submission.

(c) Late Delivery of Proposals:

Late offers/bids will be processed in accordance with FAR 52.215-1, Instructions to Offerors Competitive Acquisitions.

Proposal Volume	Date to be Delivered
Technical Volume I – Software Solution	June 17, 2010
Technical Volume II- Hardware Solution	June 17, 2010
Past Performance – Volume III	June 10, 2010
Price Proposal – Volume IV	June 17, 2010

(d) All proposals delivered in response to this solicitation shall reflect the following information on the address label:

- (1) Solicitation NNK10328521R, R&R
- (2) The legend, "To be delivered unopened to the Contracting Officer"
- (3) The volume and copy numbers contained in each box

L.12 GENERAL PROPOSAL PREPARATION INSTRUCTIONS

(a) The Government intends to make award without holding discussions with Offerors. By submitting an offer in response to this solicitation, Offerors are agreeing to comply with all terms and conditions contained in the solicitation. Offerors are cautioned to carefully follow the instructions set forth herein.

(b) This solicitation DOES NOT invite Offerors to submit alternate proposals. The Contracting Officer may reject any offer containing exceptions. Therefore, Offerors are encouraged to include their best terms and conditions in the initial offer. If, despite the warning given in this paragraph, the Offeror elects to include exceptions, they must be specifically and clearly identified on a separate page. In this solicitation, the words offer and proposal are used interchangeably. (See definition of offer at FAR 2.101.)

(c) The terms and conditions of the solicitation, including any amendments, shall take precedence over the offerors proposal unless incorporated into the contract by specific reference.

(d) Cross Referencing. Each volume, other than the Cost volume, shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity. Hyperlinking of cross-references is permissible. Information required for proposal evaluation, which is not found in its designated volume or cross-referenced, is assumed omitted from the proposal.

L.13 PROPOSAL VOLUMES REQUIREMENTS

The proposal shall be accompanied by a cover letter (letter of transmittal) prepared on the company's letterhead stationery. The cover letter (letter of transmittal) shall identify all enclosures being transmitted and shall be used only to transmit the proposal and shall include no other information. The first or title page shall be in accordance with FAR 52.215-1, paragraph (c)(2).

The proposal is to be divided into three parts:

- Part 1 - Technical - Volumes I and II
- Part 2 - Past performance - Volume III
- Part 3 - Price - Volume IV

See table below for page limits and number of copies required for hard copies and electronic copies.

Table L.13-1 Proposal Instructions

Proposal Section (List each volume or section)	Number of Copies	Page Limit (Specify limit)
Technical Volume I – Software Solution	1 paper copy set and 1 electronic	50
Technical Volume II- Hardware Solution	1 paper copy set and 1 electronic	50
Past Performance – Volume III	1 paper copy set and 1 electronic	10
Price Proposal – Volume IV	1 paper copy set and 1 electronic	2

A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation. The offeror shall submit hard copies and electronic copies of each volume in the quantities indicated in the *Proposal Instructions* table above. Electronic copies for non-price volumes shall be submitted in Adobe Portable Document File (PDF) format. The price volume shall be submitted in native MS-Office 2007 formats (i.e., MS-Word and Excel). Embedded structures like bitmaps, graphics or proprietary fonts shall be reserved only for illustrations and equations which cannot be rendered in the above formats. File submissions shall be on CD-ROM /DVD media with all sessions and disk closed. This media shall be readable in any common CD/DVD computer drive. All media shall be labeled with its data contents to the degree that the media can be properly archived and filed without the need to read the contents of the media.

If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

L.14 PROPOSAL CONTENT - TECHNICAL FACTOR I - VOLUMES I AND II

Summary Factor Volume Requirements (Volume I and II)

Sub factor 1 – Software Solution
Sub factor 2 – Hardware Solution

Sub factor 1: Software Solution- Volume I- shall be organized in the following format:

Software requirements for LCS R&R are enumerated in Section 4 of GOP507197, Volume 1, and are generally viewed as falling into one or more of the following application areas:

- Software to support recording and retrieval of raw, unprocessed data on the CEV, CLV, GSE, and MS data busses.
- Software to support recording and retrieval of processed data on the Command Network/Message Bus in a publish/subscribe environment.
- Software to support file transfer, file storage, and file server requirements
- Software to support backup/archive requirements

- Software to support system management requirements

Proposal should provide a detailed description of the proposed software solution(s) to include off-the-shelf, custom, and proprietary components, operating system software, application software, middleware or isolation layer software, and any other software which may be a part of the overall solution. Describe the technical specifications for each software component, where each component is used in the system, the features and functions they support, and any other rationale that drives their selection. In addition, details should be provided regarding in-house processes for software development and testing as described in Section 5 of GOP507197, Volume 1.

Maturity of Product

The R&R products will ideally be components of existing systems that are currently deployed elsewhere providing either all or part of a mission critical system's R&R capability. Each individual product within the overall solution that is an existing, off-the-shelf product will be identified as such by the Contractor along with a brief description of the product history and current End-of-Life (EOL) date after which the product will no longer be supported. Products that are developed or modified specifically for the LCS application and are not an existing, off-the-shelf product will be specifically identified as such by the R&R product vendor.

For each of the application areas listed above, descriptions and specifications for proposed software components are to be organized as follows:

- System Software

Describe the proposed utilization of operating system software (e.g. Unix, Linux, Windows, etc.)

- Application Software

Describe the proposed utilization of application software (e.g. to support recording operations, retrieval operations, file transfer, backup/archiving operations, system administration, storage resource management, etc.)

- Other Software

Describe the proposed utilization of any other software components that form a part of the overall solution but which may not be considered to be operating system or application software.

Sub factor 2 - Hardware Solution - Volume II - shall be organized in the following format:

- Hardware Description. Hardware requirements for LCS R&R are enumerated in GOP507197, Volume 2, and are generally viewed as falling into one or more of the following application areas:

1) Servers

- o Raw, unprocessed data recording servers
- o Processed data recording servers
- o Retrieval servers

- o File servers
- o Archive/backup servers
- o System Management servers

2) Data stores

- o Internal Enclave, online operations data stores
- o External Enclave online operations data stores
- o External Enclave online backup data stores
- o External Enclave nearline/offline backup/archive data stores

3) Storage Network

For each of the application areas listed above, provide a detailed description of the hardware components proposed for a scalable production system, their technical specifications, their locations within the overall system design, and the features, functions and rationale that drives their selection. Also describe the physical characteristics of the hardware required to implement the proposed solution in terms of hardware quantity, equipment racks, floor space requirements, power and cooling requirements, and any other "facility" impacts that must be considered.

L.15 PAST PERFORMANCE FACTOR REQUIREMENTS (VOLUME III)

Offeror's should select past contracts which are experiences recent and relevant to the requirements of this acquisition. The Recording & Retrieval product vendors are expected to provide examples and references that illustrate where the products are actively deployed ideally to include similar control system applications.

Recent experience: Recent experience is defined as projects performed currently or in the last three years.

Relevant experience: Relevant experience is defined as past or current experience managing and performing contracts similar in scope, magnitude, and complexity to the Government acquisition. Relevancy is also defined as contracts with a broad range of technical complexity with emphasis placed on those offerors demonstrating previous experience with the points of interest identified in part 1- Technical approach shown above.

Offerors shall provide information on three (3) previous contracts for the Governments evaluation of Experience/Past Performance that includes:

- 1) Contract Number.
- 2) Identify customer or Government Agency (provide name, address).
- 3) Name, telephone number and e-mail address of point of contact.
- 4) Contract type.
- 5) Contract beginning and ending dates.
- 6) Original cost/price dollar value and delivery terms as initially awarded, as well as actual cost/price and delivery terms at contract/order completion.
- 7) Number of contract/order/ changes if applicable.
- 8) Brief description of scope. If applicable, offerors shall identify any problems encountered and corrective actions applied.

Offerors are advised that while the list of submitted contracts/orders are at the offerors' discretion, the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the offerors past performance

Past performance refers to the experience acquired by a firm as a whole, as opposed to the experience of individual firm members. Past Performance is limited to 10 pages and should identify the three most relevant contracts performed within five (5) years of issuance of this solicitation for the same or similar requirement.

The offeror has both the duty and discretion to determine which of its prior contracts are most relevant to the currently described requirements. If the offeror is unable to submit three (3) relevant contracts for past performance evaluation, it may submit a lesser number. If no relevant past performance, it should affirmatively state this fact. If applicable, please provide information on problems encountered on the identified contracts and the corrective actions taken.

The Government may obtain additional information for use in the evaluation of past performance from any source, including sources outside the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic, electronic, and/or written inquiry.

Although the Government has the ability to seek information from any source, this does not place any duty upon the Government to locate past performance information. The burden of providing all such information is always upon the contractor in question.

The ability of the Government to seek past performance information from any source is not limited by any restrictions upon the offeror in the solicitation regarding the number or nature of contracts to be submitted for review. For example, if the solicitation limits each offeror to submitting three relevant contracts performed during the past two years, the Government may nevertheless independently locate and evaluate four contracts performed by the offeror in the past three years.

L.16 PRICE FACTOR REQUIREMENTS (VOLUME IV)

Offerors shall submit pricing as firm fixed price for each line item listed below. When developing the prices offerors should consider the initial hardware acquisition costs, installation and test support, recurring maintenance & support costs and any other costs associated with the deployment of hardware for scalable development and production systems. Information is requested regarding factory or other equipment warranties that may reduce hardware maintenance/support costs during warranty periods.

Cost data for the proposed system shall be provided as separately-priced packages for each LCS Set described below. Data storage capacities are indicated here as "usable" storage after any overhead associated with media formatting, RAID configuration, or any other factors that may impact actual, usable storage capacity. The cost proposal should be proposed in LCS Sets as stated below:

<u>Line Item</u>	<u>Description</u>	<u>Total</u>
01	First Article Test	\$ _____
02	Development External Enclave (DEE) and LCS Development Set (LDS) Internal Enclave	
	Hardware	\$ _____
	Software	\$ _____
	Installation, Config, Test	\$ _____
	Total	\$ _____
03	Application Development Set 1 (ADS-1) Internal Enclave	
	Hardware	\$ _____
	Software	\$ _____
	Installation, Config, Test	\$ _____
	Total	\$ _____
04	Operational External Enclave (OEE) Set	
	Hardware	\$ _____
	Software	\$ _____
	Installation, Config, Test	\$ _____
	Total	\$ _____
05	Firing Room 1 Internal Enclave (FR-1 IE) Set	
	Hardware	\$ _____
	Software	\$ _____
	Installation, Config, Test	\$ _____
	Total	\$ _____
	Grand Total	\$ _____

Listed below is a more detailed description of deliverables associated with line items 02 through 05.

02 A. Development External Enclave (DEE) Set with:

- A software solution(as described in Technical Volume 1) for all identified DEE requirements
- A hardware solution (as described in Technical Volume 2) that includes:
 - Equipment required to perform "server" functions identified in the Development Concept Diagram
 - Online Development Data Store with initial capacity of 30 TB
 - Online Backup Data Store with initial capacity of 150 TB
 - Nearline Archive Data Store with initial capacity of 50 TB
 - Networking equipment as required for R&R storage network and external network interfaces with data recording sources and LCS local area networks.

B. LCS Development Set (LDS) Internal Enclave with:

- A software solution (as described in Technical Volume 1) for all identified LDS requirements
- A hardware solution (as described in Technical Volume 2) that includes:
 - Equipment required to perform "server" functions identified in the Development Concept Diagram
 - Online Development Data Store with initial capacity of 10 TB
 - Networking equipment as required for R&R storage network and external network interfaces with data recording sources and LCS local area networks.

03 Application Development Set 1 (ADS-1) Internal Enclave with:

- A software solution(as described in Technical Volume 1) for all identified ADS-1 requirements
- A hardware solution(as described in Technical Volume 2) that includes:
 - Equipment required to perform "server" functions identified in the Development Concept Diagram
 - Online Development Data Store with initial capacity of 10 TB
 - Networking equipment as required for R&R storage network and external network interfaces with data recording sources and LCS local area networks.

04 Operational External Enclave (OEE) Set with:

- a. A software solution (as described in Technical Volume 1) for all identified OEE requirements
- b. A hardware solution(as described in Technical Volume 2) that includes:
 - i. Equipment required to perform "server" functions identified in the Operations Concept Diagram
 - ii. Online Operations Data Store with initial capacity of 400 TB
 - iii. Online Backup Data Store with initial capacity of 175 TB
 - iv. Nearline Archive Data Store with initial capacity of 110 TB
 - v. Networking equipment as required for R&R storage network and external network interfaces with data recording sources and LCS local area networks.

05 Firing Room 1 Internal Enclave (FR-1 IE) Set with:

- a. A software solution (as described in Technical Volume 1) for all identified FR-1 IE requirements
- b. A hardware solution(as described in Technical Volume 2) that includes:
 - i. Equipment required to perform "server" functions identified in the Operations Concept Diagram
 - ii. Online Operations Data Store with initial capacity of 200 TB
 - iii. Networking equipment as required for R&R storage network and external network interfaces with data recording sources and LCS local area networks.

L.17 SAFETY AND HEALTH PLAN

Offerors must include a proposed Safety and Health Plan that will address the work required under this solicitation to be performed on site at the KSC (e.g., assembly, installation) per clause 1852.223-73. The plan will be incorporated to the contract as approved by the Contracting Officer.

L.18 MINIMUM REQUIREMENTS

A determination of technical acceptability will not require that all requirements be satisfied, rather that a defined subset of requirements be satisfied such that the scope of custom development required for the Government to satisfy the remaining requirements is minimized. To that end, these documents are accompanied by a Minimum/Additional Requirements List that defines the minimum set of requirements expected to be satisfied with Contractor-supplied products and the additional set of requirements expected to be satisfied by Government development of custom products. Technical acceptability will be evaluated on the basis of requirements identified as "minimum". Additional technical merit will be evaluated on the basis of requirements identified as "additional".

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

Unless all offers are rejected, award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value, price and other factors considered. In determining the best overall response, the Technical and Past Performance factors, when combined, are equal in importance to the price factor. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost.

Offerors must satisfy the requirements described in the performance criteria, as well as other RFP requirements. Offers that take exception to any performance criteria are unacceptable.

M.2 EVALUATION FACTORS AND RATING METHODOLOGY

EVALUATION FACTORS

Proposals will be evaluated in accordance with procedures prescribed by the FAR and the NFS. As prescribed in the FAR 52.215-1, the Government may award based on initial proposals, without discussions. Should it be determined that discussions are required and the consequential establishment of a competitive range is necessary, the most highly rated proposals will be included in the competitive range.

The evaluation will be based on a complete assessment of the Offeror's proposal. Proposals shall be evaluated on the following three factors:

Factor 1 - Technical
 Factor 2 – Past Performance
 Factor 3 - Price

Technical Factor. The Technical Factor is subdivided into two sub-factors of equal importance. Each of these Sub-factors will be evaluated individually:

Sub-factor 1 – Software Solution
 Sub-factor 2 – Hardware Solution

Software Solution Sub-Factor:

The software solution sub-factor will be evaluated based on the following:

- Compliance with the maximum number of requirements identified in GOP507197, Volume 1, R&R Software Requirements Specification
- Compatibility with LCS Architecture - An LCS architectural tenet is to utilize the R&R products as a service within the architecture. The use of the products as a service requires that separate R&R instances and individual component services be decoupled from and independent of other instances and services. This also requires the products to provide efficient API's to interface programmatically with other products.
- Compatibility with LCS Concepts of Execution – Refer to excerpts from GOP507022, Volumes 4 & 5.
- Product history, maturity, and end-of-life dates
- Usability & Features
 - Capable of both manual invocation/termination and automated invocation/termination via Application Program Interface (API).
 - Capable of invoking/terminating separate R&R instances and individual component services independently without affecting other running instances or services.
 - Support for custom development through use of APIs and programming languages
 - Data retrieval features including data filtering on a variety of retrieval parameters, retrieval of both processed and unprocessed data, and support for user-generation of custom retrieval scripts.
 - System Management interfaces, features, and capabilities to include storage and processor scalability, interoperability with system management tools from other vendors including those used by the LCS SMC CSCI, the ability to manage products from other vendors, and compliance with interoperability standards (e.g. Storage Management Initiative-Specification (SMI-S)).
- Performance
 - data ingest performance.
 - data retrieval performance
 - data replication performance
 - data backup/archive performance
 - concurrent support of multiple R&R instances and individual component services.

Hardware Solution Sub-Factor:

The hardware solution sub-factor will be evaluated based on the following:

- Compliance with the maximum number of requirements identified in GOP507197, Volume 2, R&R HWCI Requirements Document
- Characteristics related to:
 - scalability
 - reliability
 - redundancy
 - fault tolerance
 - fault detection, isolation, and recovery
 - system self-test
 - serviceability
 - maintainability
- Product history, maturity, and end-of-life dates
- Server technology
- Storage media technology
- Storage networking technology
- Performance
 - data ingest performance.
 - data retrieval performance
 - data replication performance
 - data backup/archive performance
 - concurrent support of multiple R&R instances and individual component services.

The Technical Factor subfactors have equal relative importance and will be evaluated using the following adjectival ratings and definitions:

ADJECTIVAL RATING	DEFINITIONS
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror's response.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

Past Performance Factor. The evaluation of past performance will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305 and as set forth in the RFP. The Government will evaluate offeror's recent and relevant experience and past performance information to assess how well offeror's can be expected to perform the effort required by this solicitation.

In assessing confidence in past performance, the Government will consider the risks associated with the approaches proposed by the Offeror, as well as the Government's confidence that the Offeror's view of its relationship with the Government will produce behaviors and results necessary to ensure the success of the project. In accordance with FAR 15.305 (a)(2) and NFS 1815.305 (a)(2), the following confidence ratings will be used to rate the confidence portion of the sub-factors in the past performance factor:

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance.

Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

Price Factor. Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful Offeror for award of the contract contemplated by this solicitation. Price is not scored/weighted; rather the Offerors will be ranked on a total evaluated price basis.

Prices will be checked for minor or clerical errors. If necessary, offerors may be afforded an opportunity to resolve any such errors. Any exchange with offerors under this subparagraph shall be for the purpose of clarification (FAR 15.306(a)) and shall not constitute negotiations as defined at FAR 15.306(d). In the event of discrepancy between a unit price and the extended amount, the unit price shall be controlling.

Prices will be reviewed for apparent mistakes. Should this review reveal any prices that give the Contracting Officer reason to suspect a mistake in the offeror's pricing, the Contracting Officer will contact the offeror pursuant to FAR 15.306(b) and afford the offeror an opportunity to confirm its price or acknowledge the existence of a mistake. Any exchanges conducted under this paragraph will be pursuant to FAR 15.306(b)(3) and will not provide the offeror an opportunity to revise its proposal.

After resolution of minor clerical errors and/or mistakes, prices will be reviewed for reasonableness and evaluated in accordance with FAR 15.404-1(b).

The following adjustments, if applicable, will be calculated independently against the offered price and then all adjustments totaled to arrive at the evaluated price.

- i. The first adjustment to be made to the offered price will be any 10% Small Disadvantaged Business price evaluation preference required by FAR 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns".

- ii. The second adjustment to be made to the offered price will be any 10% HUBZone price evaluation preference required by FAR 52.219-4, "Notice of Price Evaluation Preference for HUBZone Small Business Concerns".